



WASHINGTON WATER SERVICE COMPANY

Received
Records Management
Sep 15, 2023

September 15, 2023

Kathy Hunter, Acting Executive Director & Secretary
Washington Utilities and Transportation Commission
PO Box 47250
Olympia, WA 98504-7250

Dear Ms. Hunter;

Enclosed is a copy of the agreement between CFT NV Developments LLC and Washington Water Service Company (WWSC) to complete the tap of the distribution system tie-in and installation of 2 service connections. This site is in Pierce County, which is serviced by Southwood Water System, DOH ID# 82844H and Parcel #5002710040. This agreement has been signed by Charlie Shen and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified in the attachment are \$22,500.00. To this, a full payment of \$22,500.00 has been received for the total projected engineering costs, as attached.

A map is included with this filing. Please do not hesitate to call me at 253-851-4060 Ext. 71103, if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Thu Hoang". The signature is written in a cursive style with a long horizontal stroke at the end.

Thu Hoang
Accounting Analyst



WASHINGTON WATER SERVICE

Engineering Department: 4531 Intelco Loop SE
Lacey, WA 98513 Tel: (877) 408-4060

July 11, 2023

CFT NV DEVELOPMENTS LLC
Leasing Accounting
1120 N Town Center Dr Ste 150
Las Vegas, NV 89144

Re: Southwood Water System, DOH ID#82844H, Pierce County
Service/Extension for Tax Parcel # 5002710040, 20325 Mtn Hwy E, Spanaway, WA 98387
Abbrev. Legal: A portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, T18N, R3E, W.M.

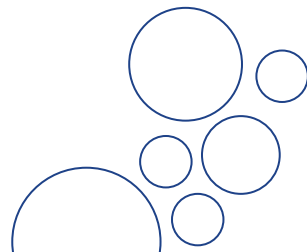
Attn Vinny Scicutella;

This Water Main Extension (the "Agreement") is between Washington Water Service Company (the "Washington Water") and CFT NV Developments LLC (the "Owner") to direct connect into the Southwood Water System to provide water utility service to the parcel referenced above.

This Agreement sets forth the terms and conditions as well as our engineers projected costs, enclosed as "Attachment A" to complete the tap of the distribution system tie-in and installation of [2] service connection(s) to be set along the lot frontage on the northwest corner of the parcel as noted on the Utility Plan Set generated by PacLand. The existing onsite fire hydrants are capable of providing a fire flow requirement of 1500 gallons per minute for a 120 minute duration.

The projected cost of \$22,500 is exclusive to the time and materials necessary as estimated by Washington Water Engineering, based on the submitted preliminary site plan. The final cost for completing this project will be billed based on actual costs of engineering, materials, labor and other costs incurred to complete the project. The final amount billed may vary from the projected costs provided, due to unforeseen issues during the final tie-in to the distribution system that are beyond the control of Washington Water.

The improvements stated herein qualify as Contributed in kind of Construction (CIAC). Pursuant to Section 118(b) of the Tax Cuts and Job Act (TCJA) of 2017, federal tax laws require CIAC funds to be federally taxed ensuring that the expansion of the water service to new customers does not unfairly burden a utility's existing customers. Applications should consult their tax advisors concerning the application of tax laws to their particular situations.



Terms & Conditions

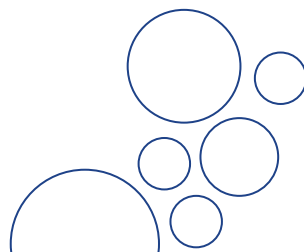
The projected costs are for engineering, construction materials and labor only, unless otherwise specified in Attachment A. Upon execution of this Agreement and prior to commencement of engineering and construction, Washington Water requires full payment of the projected costs outlined in this Agreement. All past due accounts will be charged 1.5% per month (18% per annum). The projected costs submitted in this Agreement is provided as preliminary information only and the figures and information contained herein are subject to the execution of this Agreement within 30-business days of the date the Agreement was issued.

Terms and conditions of this Agreement are subject to the review and approval of the Washington State Utilities and Transportation Commission (the "Commission"). The proposed effective date will be 75 days after receiving the down deposit and signed contract. Upon execution of this Agreement, Washington Water will submit the Agreement to the Commission for their approval. Upon the Commission's approval, plans will be prepared, and if required, submitted to the Washington State Department of Health for their approval. Once all necessary approvals have been obtained and the required payment received, Washington Water will schedule and cause construction to commence.

Once completion of the project and all requested facilities have been installed, pressure tested, bacteriological samples taken and tested with satisfactory results and a Certificate of Completion signed by a licensed engineer and all approvals are completed. Washington Water requires all remaining amounts be paid in full with an active billing account established prior to commencement of Commercial water service and issuance of a Certificate of Water Availability. If meter installation does not occur after the installation of facilities, the Owner will be charged a monthly Ready-to-Serve fee as listed in Washington Water's approved tariff, until a meter installation has occurred. Washington Water will provide the Owner with a Certificate of Water Availability once all final payments have been received.

Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law, or otherwise, by Owner without the prior written consent of Washington Water, and any such assignment without such prior written consent shall be invalid. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

Upon execution of this Agreement, the Owner has 180-business days to coordinate with Washington Water for the engineering and construction to complete this project. This Agreement shall automatically become invalid unless the work authorized in this Agreement has commenced within 180-business days after execution. Once this Agreement has become invalid, the project will be closed and all project work will cease; a refund check will be issued to the Owner for pre-paid amounts received by Washington Water minus any billable work completed and non-refundable fees.



CS I agree to have Washington Water complete this installation under the conditions listed below.

(Initial)

- Remit full payment of \$22,500 of the projected engineering costs as outlined in Attachment A. This deposit payment includes contingency and TCJA tax. Actual costs for engineering, construction labor and materials will be billed by Washington Water at the end of the project.
- Pavement restoration and traffic control will be the responsibility of the owner.
- Time required to complete this project may vary due to the size of the project, projects already scheduled and emergencies that may require our construction crew to leave project site.

BEFORE CONSTRUCTION BEGINS:

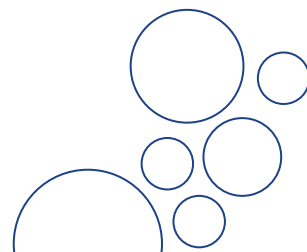
- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedule with outside contractors.
- Provide names of any contractor(s) that may be working on-site.
- Schedule a pre-con meeting to review detailed plans and specifications with Washington Water's Engineer, and the Construction Superintendent or Construction Foreman.

DURING CONSTRUCTION:

- The installation of all on-site piping, services, water service lines, valves, fittings and other appurtenances will be the responsibility of the Owner.
- Washington Water will operate the valves for filling and flushing of the new water main and will do periodic inspections of the installation.
- Review status of project with Washington Water's Construction Superintendent.
- Coordinate inspections with Washington Water (either our Construction or Engineering Department)

BEFORE ACTIVATION OF NEW FACILITIES:

- If required once construction is completed, Washington Water will witness a pressure test of all new water mains and appurtenances.
- A final inspection must be scheduled with the Construction Superintendent or Construction Foreman to review installed facilities and that the installed facilities have been installed in accordance with the specifications provided in the engineering plans.
- Washington Water will take bacteriological samples. The results from the samples taken are required to meet all Washington State Department of Health Drinking Water Regulations and Standards. Unsatisfactory results will delay the tie-in of the new facilities.
- A backflow assembly (Double Check Valve-DCVA/Reduced Pressure Backflow-RPBA/Pressure Vacuum Breaker-PVB) is required whenever there is a possibility of a cross connection between the public water system and a non-portable water source. Examples include, but are not limited to, irrigation systems, fire sprinkler systems or other water-using equipment. The backflow assembly device must be installed on the customer side




of the meter; a licensed plumber can install this device. Annual testing and repair of the device is the responsibility of the parcel owner.

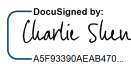
- Final payment for the work completed as outlined in this Agreement has been received, and any remaining amounts due be paid in full.
- Owner to complete Application for Service for meter installation.
 - <https://www.wawater.com/customer-care/start-stop-ep/>

If the terms of this letter are acceptable, please initial your election to hire your own contractor to complete the extension project under the terms listed in the Agreement and then sign the letter below. Return both this letter and the agreed payment to our Gig Harbor Office at 14519 Peacock Hill Avenue NW, Gig Harbor, WA 98335 (Mailing Address: PO Box 336, Gig Harbor, WA 98332). If you have any questions, please give me a call directly in Gig Harbor at (253) 851-4060 or toll free at (877) 408-4060.

Sincerely,

By: 
 Matthew D. Brown, P.E.
 General Manager

Accepted
CFT NV Developments, LLC by:

By: 
 Print Name: charlie shen
 Title: Manager

Phone: 626-372-8122

Date Accepted: August 7, 2023

Effective Date: 10/21/2023

Enclosure(s)

cc: Jim Morrison, Accounting Manager
 James Hughes, Acting Construction Manager
 John Puccinelli, Engineering Manager
 Shawn O'Dell, Operations Manager
 File2: EngFile# 3988

Approved as to form by: 